Supreme Court, U. S.
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IN THE

Supreme Court of the United States

October Term, 1978

No. 78-1655

INSURANCE COMPANY OF NORTH AMERICA,
Petitioner,

v.

FARMER'S HOME MUTUAL INSURANCE COMPANY
Respondent.

PETITIONER'S REPLY MEMORANDUM ON PETITION FOR WRIT OF CERTIORARI TO THE WASHINGTON STATE COURT OF APPEALS DIVISION I

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All of the federal cases cited by both INA and Farmer's dealt with construction of the phrase . . . liable "as owner of" a particular vessel (INA Pet. p. 10). Any federal district court (D. Wash.)

sitting in admiralty would apply the legal principles enunciated in those cases and decide that there was no coverage. At the time this case was decided, there was no applicable statute, administrative regulation or judicial decision in Washington law. This is evident from the absence of any such citation in the court's opinion (INA Pet. A1 - A7). The Wilburn case[1] is not authority for the proposition that a state court can formulate new law in such circumstances.

Farmers did not challenge INA's contention that there would have been a finding of no coverage had the matter been adjudicated in the U.S. District Court. There is no reasonable legal basis for such a challenge. Application of the uniformity principle (INA Pet. p. 9) suggests that summary reversal is now in order.

Respectfully submitted,

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[1] Wilburn Boat Co. v. Fireman's Fund Ins. Co., 348 U.S. 310, 75 S. Ct. 368, 99 L. Ed. 337 (1955).